

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

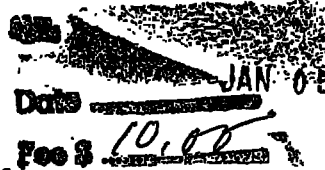
TELEX

RCA 233663

WUD 125547

WUI 620976

9-005A016



RECORDATION NO. 9654-B

Filed 1425

ICC Washington, D. C.

JAN 5 1979 - 2 05 PM

INTERSTATE COMMERCE COMMISSION

COUNSEL

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ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER

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33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
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CRAVATH, PARIS
CRAVATH, LONDON E.C. 2

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ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON

January 3, 1979

Amendment Agreement Dated as of January 1, 1979
Amending Conditional Sale Agreement
Filed with the ICC under Recordation No. 9654

Dear Sir:

Enclosed herewith for filing pursuant to 49 U.S.C.
§ 11303 is an Amendment Agreement dated as of January 1, 1979.

The parties to the enclosed agreement are:

Railroad Southern Pacific Transportation
Company
One Market Street
San Francisco, California 94105

Builder Thrall Car Manufacturing Company
P. O. Box 218
Chicago Heights, Illinois 60411

Agent First Pennsylvania Bank, N.A.
1500 Chestnut Street
Philadelphia, Pennsylvania 19101

RECEIVED
JAN 5 2 05 PM '79
I.C.C.
FEE OPERATION BR.

The equipment covered by the aforementioned Amendment Agreement consists of 50 52'6" gondola cars bearing identifying numbers SP 329310 through SP 329359, both inclusive, with an AAR mechanical designation of GBSR.

The Amendment Agreement amends a Conditional Sale Agreement dated as of August 1, 1978, among Pullman Incorporated (Pullman Standard Division), Portec, Inc. (Paragon Division), Greenville Steel Car Company, Paccar Inc, Thrall Car Manufacturing Company, General Motors Corporation (Electro-Motive Division), General Electric Company and First Pennsylvania Bank, N.A., as agent, which was filed pursuant to Section 20c of the Interstate Commerce Act on August 25, 1978, under Recordation No. 9654, as amended by an Amendment Agreement dated as of October 10, 1978, among Southern Pacific Transportation Company, Thrall Car Manufacturing Company and First Pennsylvania Bank, N.A., which was filed pursuant to 49 U.S.C. § 11303 on October 13, 1978, under Recordation No. 9654-A.

Enclosed is a check for \$10 for the required recordation fee. Please accept for recordation one counterpart of the enclosed agreement, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,



John S. Herbert,
As Agent for Southern Pacific
Transportation Company

Mr. H. G. Hommes, Jr.,
Acting Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

33

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

1/5/79

OFFICE OF THE SECRETARY

John S. Herbert
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **1/5/79** at **2:05pm** and assigned recordation number(s) **9654-B**

Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. *9654-13* Filed 1425

JAN 5 1979 -2 05 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of January 1, 1979 (this "Agreement"), among SOUTHERN PACIFIC TRANSPORTATION COMPANY (the "Railroad"), THRALL CAR MANUFACTURING COMPANY (the "Builder") and FIRST PENNSYLVANIA BANK, N.A. (the "Agent").

WHEREAS the Railroad and the Builder have entered into a Conditional Sale Agreement dated as of August 1, 1978 (the "Original CSA"), and an Amendment Agreement dated as of October 10, 1978 (the "Amendment Agreement") (such Original CSA, as amended by the Amendment Agreement, being hereinafter called the "CSA");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of August 1, 1978 (the "Assignment");

WHEREAS the Original CSA and the Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on August 25, 1978, and were assigned recordation number 9654;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 13, 1978, and was assigned recordation number 9654-A;

WHEREAS the Agent has given its written consent to this

Agreement as evidenced by its execution of this Agreement; and

WHEREAS the parties hereto now desire to amend the CSA to change certain information with respect to the Builder as it appears in Schedule B of the CSA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The CSA is hereby amended by deleting the following road numbers that appear in Schedule B thereto: "SP 329630 through SP 329679", and substituting in place thereof: "SP 329310 through 329359".) ✕

2. The Assignment is hereby amended to permit the aforesaid amendment to the CSA as though originally set forth therein.

3. The Railroad will promptly cause this Agreement to be filed with the Interstate Commerce Commission in accordance with Article 19 of the CSA.

4. Except as amended hereby, the CSA and the Assignment shall remain unaltered and in full force and effect.

5. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of California.

6. This Agreement may be executed in any number of

counterparts, and such counterparts together shall constitute but one and the same contract. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart. Although this Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective seals to be hereunto affixed, duly attested, all as of the date first above written.

SOUTHERN PACIFIC TRANSPORTATION
COMPANY,

[Corporate Seal]

by

Attest:


ASSISTANT SECRETARY


BRUCE G. MCPHEE, Asst. Vice President and Treasurer

THRALL CAR MANUFACTURING COMPANY,

[Corporate Seal]

by

Attest:

FIRST PENNSYLVANIA BANK, N.A.,

[Seal]

by

Attest:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me
personally appeared to me personally
known, who, being by me duly sworn, says that he is a
 of THRALL CAR
MANUFACTURING COMPANY, that one of the seals affixed to the
foregoing instrument is the corporate seal of said corpora-
tion, that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors and
he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Notary Public

[Notarial Seal]
My Commission Expires

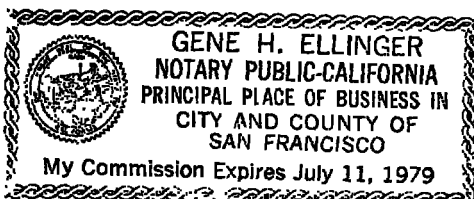
STATE OF CALIFORNIA,)
) ss.:
COUNTY OF SAN FRANCISCO,)

On this 2nd day of January 1979, before me
personally appeared Bruce G. McPhee , to me personally
known, who, being by me duly sworn, says that he is the
Assistant Vice President and Treasurer of SOUTHERN PACIFIC
TRANSPORTATION COMPANY, that one of the seals affixed to the
foregoing instrument is the corporate seal of said corpora-
tion, that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors and
he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.



Notary Public

[Notarial Seal]
My Commission Expires



COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of 1979, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is
 of FIRST
PENNSYLVANIA BANK N.A., that one of the seals affixed to the
foregoing instrument is the seal of said national association,
that said instrument was signed and sealed on behalf of said
national association by authority of its Board of Directors
and he acknowledged that the execution of the foregoing instru-
ment was the free act and deed of said national association.

Notary Public

[Notarial Seal]
My Commission Expires

RECORDATION NO. 9654-B Filed 1425

JAN 5 1979 -2 05 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of January 1, 1979 (this "Agreement"), among SOUTHERN PACIFIC TRANSPORTATION COMPANY (the "Railroad"), THRALL CAR MANUFACTURING COMPANY (the "Builder") and FIRST PENNSYLVANIA BANK, N.A. (the "Agent").

WHEREAS the Railroad and the Builder have entered into a Conditional Sale Agreement dated as of August 1, 1978 (the "Original CSA"), and an Amendment Agreement dated as of October 10, 1978 (the "Amendment Agreement") (such Original CSA, as amended by the Amendment Agreement, being hereinafter called the "CSA");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of August 1, 1978 (the "Assignment");

WHEREAS the Original CSA and the Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on August 25, 1978, and were assigned recordation number 9654;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 13, 1978, and was assigned recordation number 9654-A;

WHEREAS the Agent has given its written consent to this

Agreement as evidenced by its execution of this Agreement; and

WHEREAS the parties hereto now desire to amend the CSA to change certain information with respect to the Builder as it appears in Schedule B of the CSA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The CSA is hereby amended by deleting the following road numbers that appear in Schedule B thereto: "SP 329630 through SP 329679", and substituting in place thereof: "SP 329310 through 329359".

2. The Assignment is hereby amended to permit the aforesaid amendment to the CSA as though originally set forth therein.

3. The Railroad will promptly cause this Agreement to be filed with the Interstate Commerce Commission in accordance with Article 19 of the CSA.

4. Except as amended hereby, the CSA and the Assignment shall remain unaltered and in full force and effect.

5. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of California.

6. This Agreement may be executed in any number of

counterparts, and such counterparts together shall constitute but one and the same contract. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart. Although this Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective seals to be hereunto affixed, duly attested, all as of the date first above written.

SOUTHERN PACIFIC TRANSPORTATION
COMPANY,

[Corporate Seal]

by _____

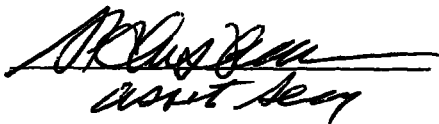
Attest:

THRALL CAR MANUFACTURING COMPANY,

[Corporate Seal]

by 

Attest:


notary

FIRST PENNSYLVANIA BANK, N.A.,

[Seal]

by

Attest:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 3rd day of January 1979, before me personally appeared John W. Lynch to me personally known, who, being by me duly sworn, says that he is a Vice President of THRALL CAR MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Anna L. Kelly
Notary Public

[Notarial Seal]
My Commission Expires 1/11/81

STATE OF CALIFORNIA,)
) ss.:
COUNTY OF SAN FRANCISCO,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the of SOUTHERN PACIFIC TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]
My Commission Expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of 1979, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is
 of FIRST
PENNSYLVANIA BANK N.A., that one of the seals affixed to the
foregoing instrument is the seal of said national association,
that said instrument was signed and sealed on behalf of said
national association by authority of its Board of Directors
and he acknowledged that the execution of the foregoing instru-
ment was the free act and deed of said national association.

Notary Public

[Notarial Seal]
My Commission Expires

JAN 5 1979 -2 05 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of January 1, 1979 (this "Agreement"), among SOUTHERN PACIFIC TRANSPORTATION COMPANY (the "Railroad"), THRALL CAR MANUFACTURING COMPANY (the "Builder") and FIRST PENNSYLVANIA BANK, N.A. (the "Agent").

WHEREAS the Railroad and the Builder have entered into a Conditional Sale Agreement dated as of August 1, 1978 (the "Original CSA"), and an Amendment Agreement dated as of October 10, 1978 (the "Amendment Agreement") (such Original CSA, as amended by the Amendment Agreement, being hereinafter called the "CSA");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of August 1, 1978 (the "Assignment");

WHEREAS the Original CSA and the Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on August 25, 1978, and were assigned recordation number 9654;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 13, 1978, and was assigned recordation number 9654-A;

WHEREAS the Agent has given its written consent to this

Agreement as evidenced by its execution of this Agreement; and

WHEREAS the parties hereto now desire to amend the CSA to change certain information with respect to the Builder as it appears in Schedule B of the CSA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The CSA is hereby amended by deleting the following road numbers that appear in Schedule B thereto: "SP 329630 through SP 329679", and substituting in place thereof: "SP 329310 through 329359".

2. The Assignment is hereby amended to permit the aforesaid amendment to the CSA as though originally set forth therein.

3. The Railroad will promptly cause this Agreement to be filed with the Interstate Commerce Commission in accordance with Article 19 of the CSA.

4. Except as amended hereby, the CSA and the Assignment shall remain unaltered and in full force and effect.

5. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of California.

6. This Agreement may be executed in any number of

counterparts, and such counterparts together shall constitute but one and the same contract. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart. Although this Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective seals to be hereunto affixed, duly attested, all as of the date first above written.

SOUTHERN PACIFIC TRANSPORTATION
COMPANY,

[Corporate Seal]

by

Attest:

THRALL CAR MANUFACTURING COMPANY,


[Corporate Seal]

by

Attest:

[Seal]

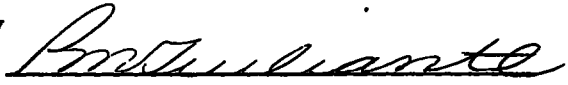
Attest:



D. F. GILPERT
ASSISTANT SECRETARY

FIRST PENNSYLVANIA BANK, N.A.,

by


P. M. GIULIANTE
SENIOR CORPORATE TRUST OFFICER
& ASSISTANT SECRETARY

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me
personally appeared to me personally
known, who, being by me duly sworn, says that he is a
 of THRALL CAR
MANUFACTURING COMPANY, that one of the seals affixed to the
foregoing instrument is the corporate seal of said corpora-
tion, that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors and
he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Notary Public

[Notarial Seal]
My Commission Expires

STATE OF CALIFORNIA,)
) ss.:
COUNTY OF SAN FRANCISCO,)

On this day of 1979, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is the
 of SOUTHERN PACIFIC
TRANSPORTATION COMPANY, that one of the seals affixed to the
foregoing instrument is the corporate seal of said corpora-
tion, that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors and
he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Notary Public

[Notarial Seal]
My Commission Expires

COMMONWEALTH OF PENNSYLVANIA,)) ss.:
COUNTY OF PHILADELPHIA,)

On this 4th day of JANUARY 1979, before me personally appeared P. M. Giulante, to me personally known, who, being by me duly sworn, says that he is SENIOR CORPORATE TRUST OFFICER of FIRST PENNSYLVANIA BANK N.A., that one of the seals affixed to the foregoing instrument is the seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Barbara J. DeGregorio
Notary Public

[Notarial Seal]
My Commission Expires

BARBARA J. DeGREGORIO
Notary Public, Phila., Phila. Co.
My Commission Expires May 11, 1981